UKG

ORDER FORM

Quote#: Q-199213
Expires: 11 Nov, 2023
Sales Executive: Nikki Kirkpatrick
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 13 Oct, 2023

Customer Legal Name:
CITY OF PORT ST LUCIE

Customer Legal Address:
121 SW PORT ST LUCIE BLVD, PORT SAINT LUCIE, FL 34984-5099 USA

Bill To: CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34984-5099 USA

Bill To Contact:

Ship To: CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT SAINT LUCIE, FL 34984-5099 USA

Ship To Contact: Megan McGuire

Ship to Phone: (772) 871-5209
Ship to Mobile:
Contact: Megan McGuire
Email: mmaguire@cityofpsl.com

Currency: USD
Customer PO Number:
Solution ID: 6132304
Initial Term: 36 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Subscription Services

Billing Frequency: Annual in Advance

Subscription Services	Quantity	PEPM	Monthly Price
UKG PRO TIMEKEEPING HOURLY	1,500	USD 6.00	USD 9,000.00
UKG PRO ABSENCE	1,500	USD 1.50	USD 2,250.00
UKG PRO WFM INTEGRATION TO UKG TELESTAFF	470	USD 0.00	USD 0.00

Subscription Services	Quantity	PEPM	Monthly Price
Total Price			**USD 11,250.00**

Professional Services - Fixed Fee
Billing Frequency: Billed based on defined milestone

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG PRO WORKFORCE MANAGEMENT USER ADOPTION ASSESSMENT	Education Consultant	2	USD 2,650.00	USD 5,300.00
UKG PRO WORKFORCE MANAGEMENT TRAIN THE TRAINER PACKAGE	Education Consultant	1	USD 2,650.00	USD 2,650.00
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 40,000.00	USD 40,000.00
UKG PRO WORKFORCE MANAGEMENT FF ONBOARDING SERVICES	Grouped	1	USD 24,900.00	USD 24,900.00
Total Price				**USD 72,850.00**

One Time Setup Fee
Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	**USD 10,000.00**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 11,250.00

Item	Total Price
Total Fixed Fees	USD 72,850.00

Item	Total Price
Total One Time Fees	USD 10,000.00

Order Notes:

This order entered into between the Customer and Kronos Incorporated, a UKG company is subject to the terms and conditions of the Master Agreement Reference #18220 dated March 18th, 2019, between the Lead Agency (acting as "Owner") and Kronos Incorporated (as the "Contractor"), as amended (collectively referred to as the "US Communities Agreement #18220").

The parties agree that Customer is migrating from their existing Software as a Service applications (the "Existing Applications") to the UKG Dimensions Software as a Service offering ("WFD SaaS"). Customer's Software as a Service Agreement governing the Existing Applications will continue for up to two payroll cycles within 60 days after migration to WFD SaaS, but in no event beyond December 31, 2025. After such period, Customer's rights to use the Existing Applications will be terminated, unless otherwise noted herein.

UKG

UKG Dimensions Monthly Service Fees shall be invoiced at the Billing Frequency indicated on this Order Form, commencing on the Billing Start Date. As of the Billing Start Date, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for Existing Applications being migrated. Customer may apply credits against any amounts owed to UKG by Customer until such credit is expended. Customer understands that they remain responsible for payment of Monthly Service Fees on the Existing Applications until the UKG Dimensions Billing Start Date.

Before including any health related questions in UKG Dimensions Timekeeping please consult with your legal counsel to ensure you are compliant with applicable privacy laws and regulations.

Milestone payment terms for the Fixed-Fee implementation services outlined below shall be as follows:
• User Adoption, Train the Trainer [USD $7,950], and Initial Onboarding [USD $40,000] shall be due Upon Order Execution
• Final Onboarding [USD $24,900] shall be due 6 months after Order Execution All other payment requirements shall be as outlined on this Sales Order.

Customer acknowledges that should the project implementation be delayed by Customer, payment of any remaining milestone payments (or balance) outlined on this Order shall be due and payable net 30 days after notice by UKG of Customer's delays. If Customer terminates the Professional Services for convenience as provided for in this Agreement, Customer will be responsible to pay for all milestones completed as well as a prorata portion of any milestones in progress calculated by multiplying UKG's then-current hourly rate by the number of actual service hours performed by UKG toward completion of the inprogress milestone, not to exceed the amount of the milestone.

The UKG Migration Launch Statement of Work for City of Port St Lucie attached to this order form is incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF PORT ST LUCIE		**UKG Kronos Systems LLC**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

UKG Migration Launch Statement of Work for CITY OF PORT ST LUCIE

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Service(s) in the corresponding Order and is subject to the terms and conditions set forth in the UKG Master Services Agreement (MSA) or such other existing underlying agreement between Parties. The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work. In the event of a conflict or discrepancy between the terms in this SOW and the MSA, the MSA shall prevail.

1. Introduction to Launch

UKG's launch methodology provides a framework for how the project will progress during the Customer's deployment. The project team follows this framework to transition the Customer's applicable functions from the legacy provider(s) to the UKG Subscription Service(s). The launch methodology includes the following phases:

Launch Phase	Description
Welcome	This phase involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting, and Subscription Service(s) access.
Requirements	This phase involves a review of the Customer's current system setup to validate configuration that can be moved "as-is" from the legacy system to the new UKG Subscription Service(s).
Build	This phase is designed to configure Customer's Subscription Service(s), build interfaces, and, if applicable, migrate employee data from the legacy system. This phase also includes unit testing to ensure each iteration delivers a fully configured component of the system.
Test	This phase includes the Customer's integration and functional user acceptance testing (UAT) for the applicable Application(s).
Go Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Subscription Service(s) and transition to support.

2. Subscription Service(s) in Scope

The following Subscription Services are in scope and will be configured in accordance with the launch methodology and assumptions described in this document.

Subscription Service	Project Type	Go Live Phase
UKG Dimensions Timekeeping	Migration	Phase 1
UKG TeleStaff	Migration	Phase 1
UKG Dimensions Accruals	Net New	Phase 2
UKG Dimensions Attendance	Net New	Phase 2
UKG Dimensions Leave	Net New	Phase 2

3. Launch Parameters

The following parameters support UKG's launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Guidelines
Project Launch and Go Live Phases	• A migration launch assumes all existing configuration will be moved "as-is" from the legacy system where possible and does not include additional services to introduce or retool workflows or policies during the migration. The launch of all net new or previously unconfigured Subscription Services, if purchased, takes place in Phase 2 following the Phase 1 migration launch. • The target duration for the Phase 1 migration launch is expected to be sixteen (16) to twenty-four (24) working weeks and assumes a single Go Live event for the Phase 1 Subscription Service(s) and integrations. • All Phase 1 launch services end when the agreed upon scope of services is completed or expire six (6) months after the Phase 1 project kick-off date, whichever comes first. Additional services, if necessary to complete the Phase 1 launch, will require a separate Service Request. • Kick-off for the Phase 2 launch, if applicable, will be scheduled within thirty (30) days of the Phase 1 launch Go Live.

Launch Item	Guidelines
	• The target duration for the Phase 2 launch is expected to be two (2) to four (4) months and assumes a single Go Live event for the Phase 2 Subscription Service(s) and integrations. • All Phase 2 launch services end when the agreed upon scope of services is completed or expire six (6) months after the Phase 2 project kick-off, whichever comes first. Additional services, if necessary to complete the Phase 2 launch, will require a separate Service Request.
Timeline and Pricing	• Project timeline and pricing assumes the Customer will have established standardized HR, pay, and time policies/practices for employees included within this Order. It is also assumed the services will be delivered as one continuous project. If any necessary Customer information, data, materials, access, cooperation and/or personnel is incomplete or delayed, UKG reserves the right to place the project on hold, reassign resources, and amend the quoted pricing accordingly. • Depending upon the preparation and engagement by the Customer, there may be opportunities to complete the project in a compressed duration. If, however, Customer's project resources are unprepared or unavailable, the project's duration may need to be extended, increasing the budget required to complete this SOW. • Any stated project duration is for guidance only and expected to be as set out in this SOW based upon UKG's experience with UKG customers and solutions. • Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this SOW is needed, a separate Service Request will be required. • UKG's quoted pricing does not include customization to the Subscription Service(s). A customization is defined as any system change that extends the functionality beyond what is provided by the delivered Subscription Service(s). • UKG's quoted pricing does not include the Excluded Items set out in this SOW
Interfaces and Custom Reports	• In the event Customer requires additional UKG interfaces not specified in this SOW, such files will be scoped based upon complexity, delivered after Phase 1 Go Live, and billed at the then current rate. • In the event Customer requires custom reports not specified in this SOW, such reports will be created upon Customer request, delivered after Phase 1 Go Live, and billed at the then current rate. • In the event Customer is live and requires additional consulting services, data conversions, or configuration, those services will be scoped based upon complexity and billed at the then current rate.
Customer Tasks and Communication	• Customer will complete tasks and training as indicated in the Roles and Responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates. • UKG will not be responsible for delays caused by Customer's failure to provide adequate resources for the project or complete tasks and training promptly. • UKG will communicate with Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
Travel	• All project tasks are completed through UKG's remote deployment model unless otherwise mutually agreed to in advance or via an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred. • The Customer is responsible for airfare, lodging, and related travel expenses incurred while UKG resources are traveling for the Customer's business. All travel and expenses are billed at actual costs incurred. UKG resources will book travel through UKG's preferred travel management company.

4. Roles, Responsibilities, and Deliverables

A successful launch assumes Customer participation throughout each phase of the project. Roles and responsibilities for both UKG and the Customer are described below along with primary launch deliverables and acceptance criteria.

Launch Phase	UKG	Customer	Deliverables
Welcome			
	• Review Statement of Work (SOW), contract documents and resource assignments with Customer • Facilitate and participate in the kick-off meeting • Assist in defining Customer resources and training plan as part of the project plan • Provide Customer access to the Subscription Service(s) as contracted in the Order	• Validate Statement of Work (SOW), contract documents and resource assignments • Share project goals/success criteria with UKG project team • Participate in the kick-off meeting • Ensure key project resources attend recommended training course(s) throughout implementation	• Statement of Work (SOW) and contract documents reviewed and align with those received with the Order • Resource assignments, training plan, and initial project plan delivered and align with project goals/success criteria shared with UKG project team • Access to the UKG Subscription Service(s) obtained as contracted in the Order
Requirements			
	• Review legacy system setup and identify if configuration changes are needed in new system due to differences in functionality. • Review any necessary configuration changes with the Customer and determine how to best configure the new system to meet their needs.	• Review legacy system setup to identify outdated or unused items that should not be brought over to the new system. • Partner with UKG to review any configuration changes needed due to differences in functionality between the legacy system and the new system.	• Updated project plan delivered detailing activities and primary milestones • Legacy system setup reviewed to determine how it will transfer to the new system.
Build			
	• Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration • Share data mapping process and field specifications with Customer • Configure interfaces as defined in this document • Supply technical support for UKG network infrastructure	• Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration • Provide data translations and field mapping defaults for all required fields • Supply technical support for system integration/data conversion, system networking and any Customer hardware • Review configuration and agree to proceed to Test phase	• Unit testing completed and configuration validated for Subscription Service(s) • Data mapping process and field specifications shared supporting the provisioning of data necessary for required fields • Interfaces are configured and align with those defined in the SOW
Test			
	• Assist Customer with interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Resolve Customer-reported defects	• Perform interface, system, functional, and conversion (if applicable) User Acceptance testing (UAT) per the defined testing strategy • Report and retest identified defects	• User Acceptance testing (UAT) completed and Customer's authorization to proceed to Go Live received
Go Live			
	• Provide production support and post-live support for transition to UKG's Support Services team	• Execute manager and end-user training • Validate Subscription Service(s) and mutually agree to proceed with Go Live	• First live date has been achieved

5. Project Team Composition

UKG will provide experienced resources and subject matter experts (SMEs) specializing in specific areas of the launch associated with the Subscription Service(s) purchased. UKG may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the launch or consulting services under the Order. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such Professional Services which may include access to Customer's Confidential Information and Customer Data.

UKG Resource	Key Responsibilities
Service Manager	• Act as UKG project sponsor responsible to gain commitment for all project resources
Project Manager	• Serve as primary point of contact responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develop and manage project schedule. Communicate overall project status and provide project reporting. • Serve as initial point of escalation for all project related issues. Identify and develop project risk mitigation plan and coordinate activities needed for resolution.
Integration Consultant	• Create and deliver all in-scope integrations • Work together with Customer and 3rd-party vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Serve as primary point of contact to advise designated Customer resources responsible to support the delivery of change management
Subscription Service Consultant(s)	• Act as advisor and primary point of contact for Subscription Service(s) purchased under this agreement and associated service requests • Complete the configuration life cycle per the launch methodology for Subscription Service(s) in scope

The Customer will provide resources and subject matter experts (SMEs) as described below or as otherwise mutually agreed to in the project plan based upon the Subscription Service(s) purchased.

Customer Resource	Key Responsibilities
Executive Sponsor	• Act as Customer project sponsor responsible to gain commitment for all project resources • Provide executive-level support to the project team • Ensure the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Serve as primary point of contact responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks • Communicate overall project status and provide project reporting to Customer steering committee if applicable • Identify and manage project risks and serve as Customer's initial point of escalation for all project related issues and coordinate activities needed for resolution • Channel the team's activities toward Subscription Service(s) configuration and executing the project
Education and Change Management Resource	• Act as Customer's primary resource and designated decision maker for end user training and change management
System Administrator	• Serve as Customer's primary resource(s) for Subscription Service(s) configuration and on-going system support and knowledge
Technical Resource	• Serve as Customer's primary resource(s) for technical issues related to integrations, network, Subscription Service(s) security, and data conversion when applicable
Subject Matter Experts (SMEs)	• Provide subject matter expertise pertaining to the Customer's current business processes and policies for functional areas associated with in scope Subscription Service(s) • Act as a primary resource and decision maker regarding Subscription Service(s) configuration • Support Customer's User Acceptance Testing (UAT) effort during the Testing phase per the launch methodology and supplemental testing services, if purchased

6. Professional Services and Subscription Service Assumptions

The following Subscription Service and Professional Service assumptions were used to formulate the Order and this SOW. Apart from Training and User Acceptance Testing (UAT) Support which will be provided throughout the project, services described below will be delivered during Phase 2 only unless specifically identified as Phase 1. Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.

Professional Training and User Adoption Services	Assumptions
Training	UKG will: • Provide a product learning plan to prepare your project team during the launch via the UKG Community. Specific courses are required during each phase of the launch to minimize the amount of time between training delivery date and real-life system usage. • Provide access to learning resources like job aids and videos for end users, superusers and administrators. • Provide ongoing, post-live access to formal and informal learning for administrators and superusers to keep up to date with releases, quarter/year end and best practices.
User Adoption Assessment Workshop	UKG will: • Conduct one (1) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each to evaluate and assess Customer's user adoption needs • Provide access to user adoption action plan, adaptable change management and user training templates
Train the Trainer Consulting Workshop	UKG will: • Conduct one (1) workshop(s) during Phase 1 • Deliver workshop for up to fifteen (15) participants each focused on user training delivery for manager and employee roles • Provide standard hands-on exercises with the most common tasks for managers • Provide access to editable PowerPoint and participant guide from the Manager Tasks and Outcomes course

Professional Testing Services	Assumptions
User Acceptance Testing (UAT) Support	UKG will: • Provide an overview of the UAT process, including testing tools and the approach to be used for issue management • Supply stock baseline test cases to validate system functionality and provide general guidance to aid the Customer in writing and executing test cases specific to their business • Offer consultation and provide issue support during the testing phase • Secure final confirmation from the Customer to validate system readiness prior to Go Live

Professional Integration Services	Assumptions
Phase 1 Flat-File Integration Templates	UKG will deliver the following standard integration templates as part of the Phase 1 migration launch (flat-file integration templates are delivered via encrypted flat-file through a secure FTP site and processed as a scheduled event): • One (1) Employee Data Import • One (1) Payroll Export • One (1) Accrual Balance Export UKG will deliver up to one (1 of the following tailored integration templates as part of the Phase 1 migration launch: • Punch Data Import • Punch Data Export • Attendance Balance or Event Import • Attendance Balance or Event Export • Leave Case Import • Leave Case Export

Professional Ancillary Services	Assumptions

Phase 1 Technical Services	UKG will provide the following as part of the Phase 1 migration launch:
	• Strategic Technical Advisor to guide Customer in SSO and clock migration
	• ATK Custom Workflow Review (if applicable)
	• Existing Custom Report Assessment (if applicable)
	• **Workforce Central Customer Historical Access including:**
	  o Historical access setup services with upgrade for read-only reporting to Customer's existing instance of Workforce Central
	  o Hardware recommendations and assistance with restoring the UKG database on-premise
	  o Installation/upgrade of base Workforce Central applications (if applicable)
	  o Moving reports (including custom if applicable) to the historical environment
	  o Excluded from scope: Modules such as Workforce Device Manager, Workforce Integration Manager, custom features, and Single Sign On

Phase 1 Technical Services **UKG TeleStaff**	**UKG TeleStaff Migration with Dimensions including:** • Installation of (1) PROD and (1) DEV environment • (1) standardized UKG Dimensions-UKG TeleStaff integration design mapping for one institution • Optimize UKG TeleStaff Design to leverage UKG Dimensions-UKG TeleStaff Integration best practices • System Overview of latest major UKG TeleStaff version • Testing Support for one Institution • Authentication (SSO/LDAP) • Standard integration with UKG Dimensions • One production cutover aligned with UKG Dimensions cutover • Post Go Live Support for 2 pay periods Assumptions: • A new Production and Development cloud environment will be provisioned to support the latest UKG TeleStaff version • Existing core configuration will be moved to customer's new cloud environment Only the historical data necessary to ensure the staffing rules are correct will be imported into the new database. It is the responsibility of the customer to archive their existing database for historical purposes.

Phase 2 Technical Services	UKG will provide the following as part of the Phase 1 migration launch:
	• **UKG Telestaff Historical Access Setup Services**
	  o A copy of the customer's production database will be saved to the customer's on-premise historical reporting system. UKG Telestaff / Workforce Planner functionality will be limited to viewing and reporting purposes. Once the service is completed, UKG does not provide maintenance, full-version upgrades, or service packs to the on-premise system unless mutually agreed at then current rates.
	UKG will:
	  o Provide hardware recommendations to support the historical system
	  o Assist with restoring the UKG database received from the KPC.
	  o Install base UKG Telestaff / Workforce Planner applications to allow viewing employee records for report running purposes. Modules such as UKG Gateway Manager, UKG Workforce Integration Manager, custom features, and Single Sign On will be omitted from the scope.
	  o Applications installed will be the same UKG version and service pack as current system.
	  o Custom Reports will be moved to historical environment.
	  o Pperform the application build and touch test of the historical system.
	  o Customer will perform User Acceptance Testing.

Subscription Services	Assumptions
Phase 2 UKG Dimensions Accruals	UKG will: • Configure up to 4 accrual policies (UKG Pro Workforce Management becomes the system of record for accruals)
Phase 2 UKG Dimensions Leave	UKG will configure: • Federal leave policies • Up to two (2) state leave group(s)
Phase 2 UKG Dimensions Attendance	UKG will configure: • Up to four (4) attendance policies. Note that complex attendance business policies may require two (2) or more attendance policies to fully implement. The in-scope policies apply to business policies,

7. Service Requests

Requests for changes to this SOW, additional scope, or activities outside of this planned project scope must be submitted to the UKG project manager in writing or in the form of an electronic service request.

The following excluded items are considered out of scope and will require a service request ("Excluded Items"):
- Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- Changes to the project resource requirements
- Changes to the launch duration

UKG will estimate the time and costs needed to implement the change and its impact on the project's delivery. UKG will perform the requested work once the service request has been completed and signed by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces or hardware not provided by UKG.